MG Trust Company, L.L.C.

Online Access and Nondisclosure Agreement

THIS AGREEMENT (the "Agreement") made as of the _____ day of _____, 20___ by and between _____("Institution"), having an address at _____, MG Trust Company, L.L.C., Colorado State chartered trust company, ("MG TRUST"), having an address at 700 17th Street, Suite 300, Denver, Colorado 80202, and INNOVEST Systems, LLC ("INNOVEST"), having an address at 74 Trinity Place, Suite 1850, New York, NY.

1. **Definitions:**
   Authorized User means an employee or agent of Institution who is authorized by Institution and MG TRUST to access one or all of a) the INNOVEST trust accounting and securities processing system ("the Trust System"), b) a customized website for purposes of viewing and printing tax forms and client statements relating to Institution's clients (the "Online Forms Website"), and c) a customized website for purposes of performing certain online requests (the "Online Requests Website") solely for Institution's business purposes in connection with servicing its clients relative to its service agreement with MG TRUST. The Trust System, the Online Forms Website and the Online Request Website shall hereinafter be referred to collectively as the Systems.

2. **Services Provided:**
   Dependent upon the services selected and approved in Appendix A of this document, therefore:
   MG TRUST agrees to provide Institution non-exclusive and non-transferable access to the Systems solely for the limited purpose of providing Institution access to its clients' account holdings and activity. Nothing herein shall give any ownership rights to any party to either the Trust System, the Online Forms Website or the Online Request Website.

3. **Accessing the Service**: Institution (and Authorized Users at the Institution) shall have access to the Systems only via a password protected user identification. Passwords shall be provided only by MG TRUST. The Institution shall be solely responsible for requesting MG TRUST to provide a password to be used by Authorized Users. Institution shall be solely responsible for the protection of such passwords to ensure that only Authorized Users access the Systems. Institution shall ensure that all Authorized Users comply with the terms and conditions of this agreement, and shall be solely responsible for any failure by the Authorized Users to do so. Because the provided password can be used to access information about client accounts, all Authorized Users should treat the password with the same degree of care and confidentiality that they use to protect other sensitive financial data. Institution shall ensure that all Authorized Users agree to not give their assigned password, or make it available, to any person not authorized to access the Systems. Further, Institution agrees to notify MG TRUST immediately upon the termination of employment of any Authorized User who has previously been given a password, so that such password can be made inoperable.

4. **Confidentiality of Trust System:**
   Institution is provided access to the Systems due to its contracting for the services of Matrix Financial Solution's subsidiaries, affiliates and joint venture companies and during the course of such access, Institution will receive certain information regarding MG TRUST and INNOVEST and the Systems which is Confidential Information (as defined below) that is deemed to be proprietary and confidential. Such Confidential Information must be kept strictly confidential and may not be used or disclosed for any purposes whatsoever except as authorized by this Agreement.

   NOW, **THEREFORE**, the parties agree as follows:

   a) "Confidential Information" means information relating to MG TRUST or INNOVEST including, but not limited to, any trade secret information about financial conditions and projections, processes, products, research, development, manufacturing, purchasing, accounting, engineering, marketing, merchandising, selling, leasing, servicing, finance and business systems and techniques, any and all information concerning MG TRUST or INNOVEST's current, future or proposed products and services. All information relating to MG TRUST or INNOVEST that is disclosed to Institution or to which Institution obtains access, whether originated by Institution or by MG TRUST or by INNOVEST or others, shall be presumed to be Confidential Information.

   b) None of the stipulations contained herein shall be understood or construed as granting to Institution a license or any other right to exploit the Confidential Information. Institution shall not claim any patent, copyright or proprietary right based upon the providing of Confidential Information and shall prohibit,

and shall defend and indemnify MG TRUST and INNOVEST from, any such claims from Institution's employees or others who may receive the Confidential Information from or through Institution.

c) Upon termination of the relationship between MG TRUST and Institution, all records, compositions, articles, devices and other items which disclose or embody Confidential Information, including all copies or specimens thereof in Institution's possession, whether prepared or made by such party or others, will at MG TRUST request, be returned to MG TRUST or destroyed by Institution.

d) The nondisclosure obligations of Institution provided for herein with respect to Confidential Information do not apply to information which:

i. is or becomes a part of the public domain through no act or omission of Institution;
ii. can be shown to be already possessed by Institution as of the date of disclosure;
iii. shall be made available to Institution on a nonconfidential basis by a third party having a right to do so; or
iv. is disclosed by order of a court of competent jurisdiction and or any regulatory body.

e) The termination of the intended relationship between the parties shall not relieve the parties or their employees or agents of the obligation of nondisclosure or obligation to return certain materials.

f) Institution agrees that money damages would not be a sufficient remedy for any breach of this Agreement by Institution and that MG TRUST and INNOVEST shall be entitled to enforce this Agreement by injunctive and other available relief, including without limitation specific performance.

g) This Agreement shall be binding upon the parties hereto and their successors and assigns.

h) If any provision of this Agreement shall contravene any statute of a particular state or country, then this Agreement shall be construed as if such provision is not contained herein insofar as enforcement of this Agreement in such particular state or country is concerned.

i) This Agreement sets forth the entire understanding of the parties hereto with respect to the matters set forth herein, and supersedes all prior agreements, arrangements and understandings of the parties, whether written or oral, with respect to the subject matter hereof. The parties may amend, modify or supplement this Agreement in such manner as they may agree upon in writing.

5. Limitation of Liability: Neither INNOVEST nor MG TRUST are responsible for any loss, injury, or damage, whether direct, indirect, special, consequential, exemplary, economic, or otherwise, caused by the use of the Systems or the unauthorized access of the Systems.

6. Exclusions of Warranties: Institution acknowledges access is provided on an "as is" basis without any warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

7. Assignment: Institution agrees that this Agreement, or any of your rights or responsibilities under this Agreement, may not be assigned to any other party. We may assign the Agreement or any or all of our rights and/or responsibilities under this Agreement or delegate any or all of such rights and responsibilities to any third party or parties.

IN WITNESS WHEREOF, the parties hereto execute the Agreement as of the day and year first above written.

TPA Name_____

Signature_____

Title_____

Date_____

MG Trust Company, LLC

Signature_____

Title_____

Date_____

INNOVEST Systems, LLC

Signature_____

Title_____

Date_____

Note: this will be completed upon execution of the agreement.

APPENDIX A

Online Access Requested (Institution should check each requested system)	**Access Granted** (MG TRUST Authorized Officer will sign to approve each requested system.)
____ **Innovest Trust System**	_____
____ **MG TRUST Online Forms**	_____
____ **MG TRUST Online Requests**	_____